

In light of the current public health crisis and the Federal, State and County Emergency Declarations, and in accord with the provisions of Sec. 610.020, RSMo., the Board of Aldermen recognizes that it would be dangerous and impractical, if not impossible, for its meeting to be physically accessible to the public. The Board also recognizes the need for the public's business to be attended to in order to protect the public health, safety and welfare. In order to balance both the need for continuity of government and protection of the health and safety of our residents, business persons and employees, this meeting of the Board of Aldermen will not be open to public attendance in person. The meeting will be accessible by the public in real time ONLY by following the instructions in the box below.

You are invited to a Zoom webinar.

When: August 24, 2021; 6:15 P.M. Discussion Session; 7:00 p.m. Regular Meeting

Topic: 08/24/2021 Board of Aldermen Meeting.

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. <https://us02web.zoom.us/j/81494507170>

Or One tap mobile:

+19292056099,,81494507170# US (New York)

+13017158592,,81494507170# US (Washington DC)

Or join by phone:

Dial(for higher quality, dial a number based on your current location):

US: +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 814 9450 7170

International numbers available: <https://us02web.zoom.us/j/81494507170>

**Persons interested in making their views known on any matter on the agenda should send an email with their comments to the City Clerk at [jfrazier@claytonmo.gov](mailto:jfrazier@claytonmo.gov). All comments received will be distributed to the entire Board before the meeting.**

Thank you for your understanding and patience as we all try to get through these difficult and dangerous times.

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**CITY OF CLAYTON BOARD OF ALDERMEN**  
**EXECUTIVE SESSION – 6:00 P.M.**  
**TUESDAY, AUGUST 24, 2021**  
**VIRTUAL ZOOM MEETING**  
**CLAYTON, MO 63105**

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1. Legal issues. (Pursuant to RSMo to Section 610.021(1), (2) and (3))

Subject to a motion duly made in open session and a roll call vote pursuant to Section 610.022 the Board of Aldermen may also hold a closed meeting, with a closed vote and record for one or more of the reasons as authorized by Section 610.021(1), (2) and (3) Revised Statutes of Missouri, relating to legal issues, real estate and/or personnel, negotiation of a contract pursuant to Section 610.021(12) RSMO., proprietary information pursuant to Section 610.021(15), and/or information related to public safety and security measures pursuant to Section 610.021(18) and (19) RSMO.

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**CITY OF CLAYTON BOARD OF ALDERMEN**  
**DISCUSSION SESSION – 6:15 P.M.**  
**TUESDAY, AUGUST 24, 2021**  
**VIRTUAL ZOOM MEETING**  
**CLAYTON, MO 63105**

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1. Presentation - Audubon Drive Traffic Analysis

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**CITY OF CLAYTON BOARD OF ALDERMEN**  
**TUESDAY, AUGUST 24, 2021**  
**VIRTUAL ZOOM MEETING**  
**CLAYTON, MO 63105**  
**7:00 P.M.**

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**SWEARING IN**

**ROLL CALL**

**MINUTES – August 10, 2021**

**PUBLIC REQUESTS & PETITIONS**

**AWARDS & RECOGNITIONS**

1. Fire Department Citizen Service Awards

**UNFINISHED BUSINESS**

1. Ordinance – To approve amendments to Chapter 410, Overlay and Urban Design Zoning Districts. (Bill No. 6851) ***\*\*This item has been postponed and will be readvertised for a future public hearing\*\****

**CITY MANAGER REPORT**

1. Motion – Certification of the August 3, 2021, election results.
2. Ordinance – To approve a contract with Gerstner Electric, Inc for the Traffic Management Enhancements Project (Bill No. 6855)
3. Ordinance – To approve a contract amendment with S.M. Wilson for the demolition project in Shaw Park. (Bill No. 6856)
4. Ordinance – To approve an amendment to the FY2021 (3rd Quarter) Budget. (Bill No. 6857)
5. Ordinance – To approve an agreement with the School District of Clayton for School Resource Officers. (Bill No. 6858)

## **ADJOURNMENT**

Subject to a motion duly made in open session and a roll call vote pursuant to Section 610.022 the Board of Aldermen may also hold a closed meeting, with a closed vote and record for one or more of the reasons as authorized by Section 610.021(1), (2) and (3) Revised Statutes of Missouri, relating to legal issues, real estate and/or personnel, negotiation of a contract pursuant to Section 610.021(12) RSMO., proprietary information pursuant to Section 610.021(15), and/or information related to public safety and security measures pursuant to Section 610.021(18) and (19) RSMO.

# Audubon Traffic Analysis

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AUGUST 24, 2021

## Agenda

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Request

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Data Collection & Analysis

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Federal Guidance &  
Regulations

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Effects of unwarranted stop  
signs

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Recommendations

# Request

- August 2020, resident contacted Ward II Aldermen concerned about cut through traffic and speeders.
- Resident requested stop signs to slow traffic and signs to prevent cut through traffic.

# Data Collection and Analysis

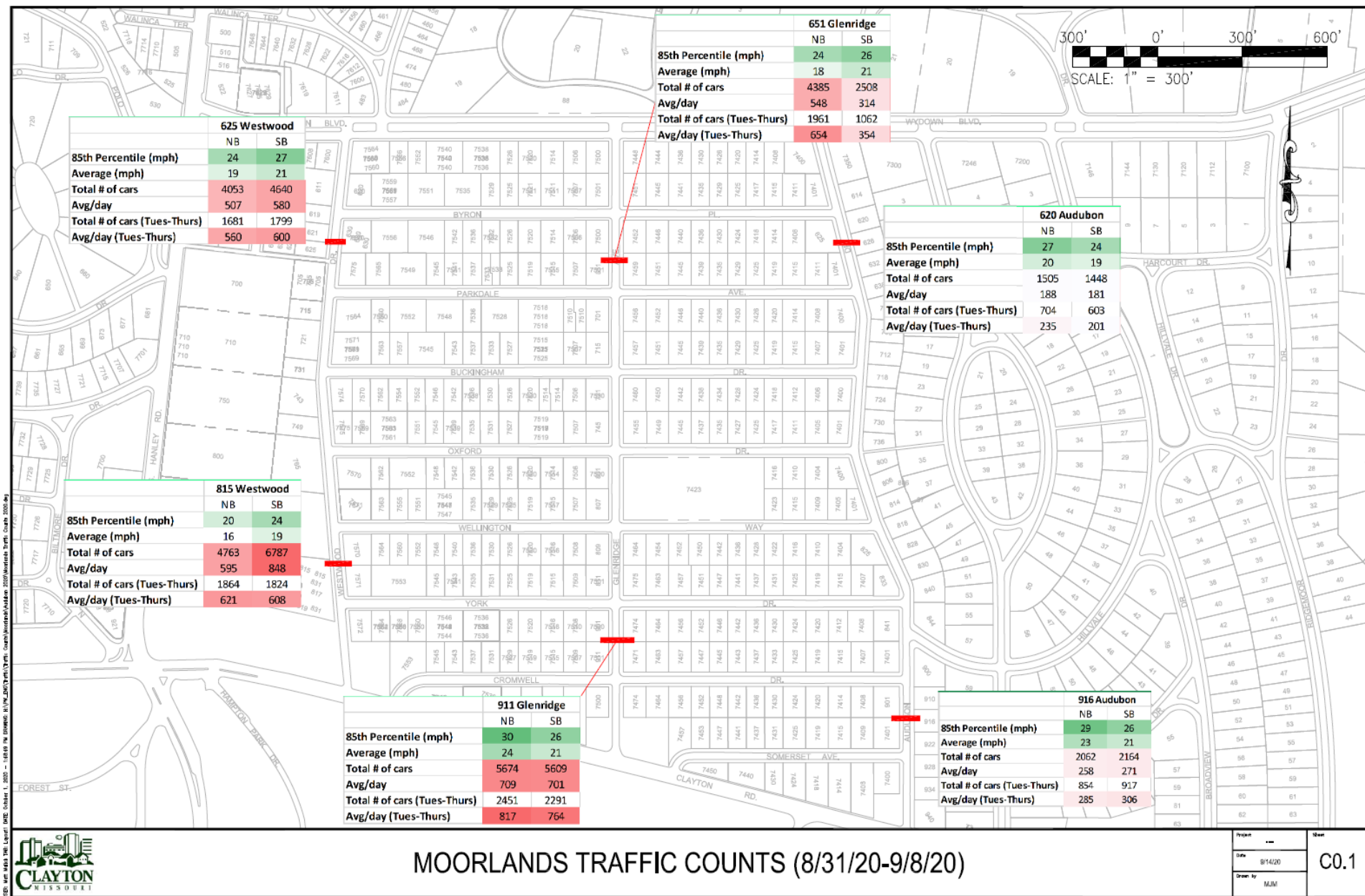
- August 2020
  - Public Works Placed traffic counters for approximately 1 week to collect count and speed data from multiple locations in the Moorlands (including the southern half of Audubon).
  - Accident data was also requested from the Police Department
- April 2021
  - Traffic count data was again collected as school was mostly back in session in order to get more “normal” data.

# Data Collection and Analysis

- August 2020 data...
  - Indicated that cut through traffic was insignificant and most trips were likely residents of the Moorlands.
  - Showed that the measured average speeds were close to speed limits, but the measured 85<sup>th</sup> percentile\* speed ranged from 20-30 mph for all 6 locations.
  - Accident reports for the area from the previous 2 years indicated 3 accidents, all involved vehicle to vehicle (no pedestrians).
- April 2021 data...
  - Showed similar speeds with slight variations (+/-) at each location.
  - Showed a general increase in volumes.

\*The 85<sup>th</sup> percentile speed is the speed at or below which 85 percent of the motorists drive on a given road. This speed indicates the speed that most motorists on the road consider safe and reasonable. This measurement has traditionally been used in the establishment of speed limits, but other factors are considered.





## MOORLANDS TRAFFIC COUNTS (8/31/20-9/8/20)

|          |         |       |
|----------|---------|-------|
| Project  | MM      | Sheet |
| Date     | 8/14/20 | C0.1  |
| Drawn by | JAM     |       |

# Count Data Comparison

| Date                         | 8/31/20-9/8/20 (8 days)   |      |              |      | Mon-Tues      |      |               |      |             |      |             |      |
|------------------------------|---------------------------|------|--------------|------|---------------|------|---------------|------|-------------|------|-------------|------|
|                              |                           |      |              |      |               |      |               |      |             |      |             |      |
|                              | 625 Westwood              |      | 815 Westwood |      | 651 Glenridge |      | 911 Glenridge |      | 620 Audubon |      | 916 Audubon |      |
|                              | NB                        | SB   | NB           | SB   | NB            | SB   | NB            | SB   | NB          | SB   | NB          | SB   |
| 85th Percentile (mph)        | 24                        | 27   | 20           | 24   | 24            | 26   | 30            | 26   | 27          | 24   | 29          | 26   |
| Average (mph)                | 19                        | 21   | 16           | 19   | 18            | 21   | 24            | 21   | 20          | 19   | 23          | 21   |
| Total # of cars              | 4053                      | 4640 | 4763         | 6787 | 4385          | 2508 | 5674          | 5609 | 1505        | 1448 | 2062        | 2164 |
| Avg/day                      | 507                       | 580  | 595          | 848  | 548           | 314  | 709           | 701  | 188         | 181  | 258         | 271  |
| Total # of cars (Tues-Thurs) | 1681                      | 1799 | 1864         | 1824 | 1961          | 1062 | 2451          | 2291 | 704         | 603  | 854         | 917  |
| Avg/day (Tues-Thurs)         | 560                       | 600  | 621          | 608  | 654           | 354  | 817           | 764  | 235         | 201  | 285         | 306  |
|                              |                           |      |              |      |               |      |               |      |             |      |             |      |
|                              |                           |      |              |      |               |      |               |      |             |      |             |      |
|                              |                           |      |              |      |               |      |               |      |             |      |             |      |
| Date                         | 4/16/21-4/26/21 (11 days) |      |              |      | Fri-Mon       |      |               |      |             |      |             |      |
|                              |                           |      |              |      |               |      |               |      |             |      |             |      |
|                              | 625 Westwood              |      | 815 Westwood |      | 651 Glenridge |      | 911 Glenridge |      | 620 Audubon |      | 916 Audubon |      |
|                              | NB                        | SB   | NB           | SB   | NB            | SB   | NB            | SB   | NB          | SB   | NB          | SB   |
| 85th Percentile (mph)        | 27                        | 25   | 21           | 23   | 27            | 22   | 30            | 26   | 26          | 27   | 31          | 26   |
| Average (mph)                | 21                        | 20   | 17           | 19   | 22            | 18   | 25            | 21   | 20          | 21   | 25          | 22   |
| Total # of cars              | 5806                      | 6242 | 6701         | 9138 | 6042          | 3614 | 7921          | 7151 | 2423        | 2258 | 2789        | 3381 |
| Avg/day                      | 528                       | 567  | 609          | 831  | 549           | 329  | 720           | 650  | 220         | 205  | 254         | 307  |
| Total # of cars (Tues-Thurs) | 1781                      | 1875 | 1907         | 2718 | 1920          | 1199 | 2429          | 2162 | 824         | 772  | 863         | 986  |
| Avg/day (Tues-Thurs)         | 594                       | 625  | 636          | 906  | 640           | 400  | 810           | 721  | 275         | 257  | 288         | 329  |

# Federal Guidance

- The Federal Highway Administration (FHWA) publishes the Manual on Uniform Traffic Control Devices (MUTCD). This manual specifies standards by which traffic signs, road surface markings, and signals are designed, installed, and used.
  - MUTCD Multi-way stop applications
  - MUTCD Right of Way at Intersections

# Federal Guidance

- Multi-Way Stop Applications (MUTCD Sec 2B.07)

04 *The following criteria should be considered in the engineering study for a multi-way STOP sign installation:*



*A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.*

3 over 24 months  
(all at Wydown or Clayton)

*B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.*

*C. Minimum volumes:*

51 vph max. over 8 hours

*1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and*

Low volume of major  
street did not warrant  
counts on minor street

*2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but*

20-31mph measured

*3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.*



*D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.*

# EffectFederal Guidance

- Right of Way at Intersections (MUTCD Sec. 2B.04)

04 *In addition, the use of YIELD or STOP signs should be considered at the intersection of two minor streets or local roads where the intersection has more than three approaches and where one or more of the following conditions exist:*

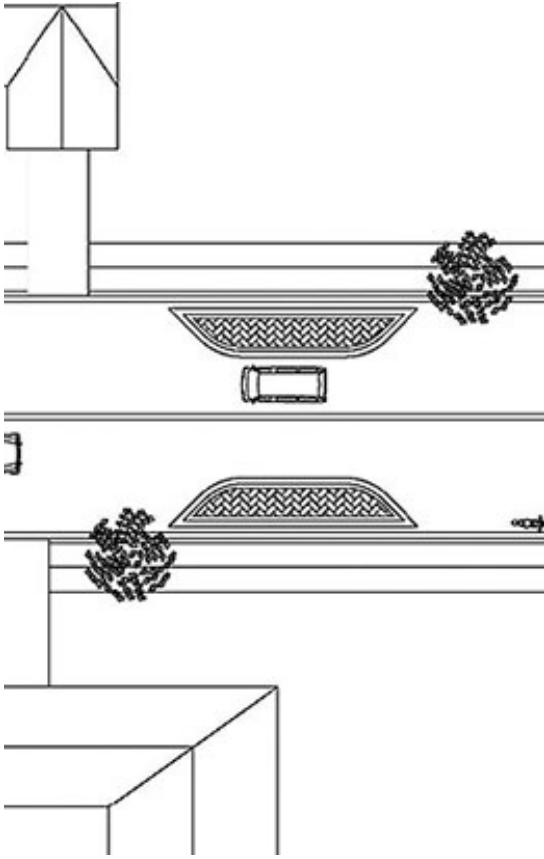
- A. *The combined vehicular, bicycle, and pedestrian volume entering the intersection from all approaches averages more than 2,000 units per day;*
- B. *The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with the normal right-of-way rule if such stopping or yielding is necessary; and/or*
- C. *Crash records indicate that five or more crashes that involve the failure to yield the right-of-way at the intersection under the normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a 2-year period.*

05 *YIELD or STOP signs should not be used for speed control.*

# Effects of unwarranted stop signs

- Research shows there are multiple effects of unwarranted stop signs
  - Reduced effectiveness at warranted locations
  - Low compliance by drivers
  - Increase in speed between stop signs
  - Noise and air pollution increase due to unnecessary braking and accelerating
  - Additional vehicle maintenance costs for drivers
  - Need for additional traffic enforcement





# Recommendations

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THE CITY OF CLAYTON

Board of Aldermen  
Virtual Zoom Meeting  
August 10, 2021  
7:00 p.m.

Minutes

**NOTE: In accord with the provisions of Section 610.015, RSMo., and multiple declarations of emergency at every level of government, and the prohibition on gatherings of 10 or more persons due to the Coronavirus pandemic, normal requirements for voting in the Board meeting were suspended. Accordingly, votes were taken as if all Board members were physically present and in attendance at the meeting.**

Mayor Harris called the meeting to order and requested a roll call. The following individuals were in attendance:

Aldermen: Rich Lintz, Ira Berkowitz, Bridget McAndrew, Susan Buse, and Becky Patel.

Mayor Harris  
City Manager Gipson  
City Attorney O'Keefe

Alderman Lintz noted a minor correction in the minutes "...Ward 3 held an in-person coffee session..."

**Motion made by Alderman Lintz to approve the August 10, 2021 minutes as corrected. Alderman Berkowitz seconded.**

**Motion to approve the minutes passed unanimously on a voice vote.**

PUBLIC REQUESTS AND PETITIONS

None

A PUBLIC HEARING AND AN ORDINANCE - DOWNTOWN DEVELOPMENT OVERLAY DISTRICT STANDARDS PROJECT SUMMARY IN PREPARATION FOR FUTURE CONSIDERATION OF AMENDMENTS TO CHAPTER 410, OVERLAY AND URBAN DESIGN ZONING DISTRICTS, ARTICLES III AND IV

***To be continued to the August 24, 2021 BOA meeting***

A PUBLIC HEARING AND A RESOLUTION TO CONSIDER APPROVING A CONDITIONAL USE PERMIT FOR 6611-6619 CLAYTON ROAD

**Mayor Harris opened the public hearing and requested proof of publication.**



City Manager Gipson reported that this is a public hearing and resolution approving an application for a Conditional Use Permit submitted by Period Restoration, LLC, buyer under contract, to allow the conversion of the existing building located at 6611-6619 Clayton Road to ten residential units.

The subject property is zoned C-2 General Commercial District and is located in the Clayton Road Urban Design District. Multi-family residential uses are allowable in the Clayton Road Urban Design District provided a Conditional Use Permit is approved by the Board of Aldermen.

Tyler Stephens, CORE10 Architecture, addressed the Board providing a presentation of the subject property and project.

Alderman Berkowitz corrected a statement made by Mr. Stephens and explained that Katie's Pizza was in fact a success at this location, but due to other circumstances they had to relocate. He added that he is in support of the proposed project as it is presented.

In response to Mayor Harris' question, Mr. Stephens explained that the parking lot at Alamo and St. Rita is tied with the building and owned by the same owner who has plans for townhomes to be built soon.

Alderman Lintz expressed his support of the proposed project, and that the neighborhood is appreciative as well. He expressed concern about the potential traffic in the alley as it relates to the garage to be built with the project.

Alderman Patel agreed with Alderman Lintz stating that the neighborhood is very appreciative.

Barb Nauert, citizen, addressed the Board, expressing her thanks and that the neighborhood residents are pleased that this project is a good use for the area.

**Mayor Harris closed the public hearing.**

**Motion made by Alderman Lintz to approve Resolution No. 2021-13, granting a Conditional Use Permit for 6611-6619 Clayton Road to allow for a multi-family residential unit. Alderman Berkowitz seconded.**

**The motion passed unanimously on a voice vote.**

**A PUBLIC HEARING AND AN ORDINANCE TO CONSIDER ADOPTING AN AMENDMENT TO THE SPECIAL DEVELOPMENT SUBDISTRICT PLAN FOR SUBDISTRICT 2A OF THE CENTENE CLAYTON CAMPUS DEVELOPMENT**

**Mayor Harris opened the public hearing and requested proof of publication.**

City Manager David Gipson reported that this is a request for consideration of an amendment to the approved Special Development Subdistrict 2A plans to add a "Medical Office" land use to the existing allowable use of "Retail" for the "Ground Level" of the east parking garage, constructed as part of the Subdistrict 2A development plan. The addition of the "Medical Office" land use is limited to this area of the existing garage.

The subject property has a zoning designation of Special Development District (SDD) and is part of the multi-phase Centene Clayton Campus. Subdistrict 2A is bounded by Forsyth Boulevard to the north, Carondelet Plaza to the south and east, and South Lyle Avenue to the west. The Special Development District Plan was approved by the Board of Aldermen on February 23, 2021 via Ordinance No. 6681.

This request is being considered concurrently with a request to amend the previously adopted Special Development District and Special Development Plan (adopted by Ordinance No. 6465). The Special Development Plan provides the general development standards for the proposed development including the location of project phases and schedules, location and use of each proposed building, the allowable land uses, the maximum height and size of each building, the location of open space and landscape buffers, general traffic circulation and the location of parking.

Raphael Tobias, Project Manager, addressed the Board providing a brief overview of the retail space. He stated that the request for the amendment is in order to put an orthodontics' office in the location.

In response to Alderman McAndrew's question regarding clarification that the space will be used only for a medical office City Manager Gipson confirmed that this one particular space on the ground floor level will be designated for a medical office.

Alderman Berkowitz inquired as to if this was the space initially earmarked as the ticket office for the entertainment center.

Mr. Tobias confirmed that the space was earmarked as the ticket office for the entertainment venue.

Hank Winkleman, citizen, addressed the Board stating that he appreciates the discussion, and this is a remarkable step to move forward in the neighborhood. He encouraged the Board to be aggressive and robustly include the community in the discussions. This is a wonderful opportunity for people to impact and shape Clayton. He encouraged the Board to aggressively explore the opportunities with the community to talk about architecture, open space, edges, streets, and this "gateway" (the east side) into Clayton.

Mayor Harris commented that retail has dramatically changed over the last decade; considerably over the last year and that the city will take a look at the retail, have discussions and possibly create future goals.

**Mayor Harris closed the public hearing.**

City Attorney O'Keefe noted that the bills were out of the correct sequence and asked that they be introduced with Bill No. 6854 first, then Bill No. 6853 second.

**Alderman Lintz introduced Bill No. 6854, an ordinance to repeal the previously adopted SDD plan (Ord 6681) and approve an amended SDD Plan for the Centene Clayton Campus SDD to be read for the first time by title only. Alderman Berkowitz seconded.**

**City Attorney O'Keefe reads Bill No. 6854, first reading, an Ordinance Repealing a Previously Adopted Special Development District Plan and Approving an Amended Special Development District Plan for the Centene Clayton Campus Special Development**

**District, Subject to the Requirements Set Forth in the Code of Ordinances of the City of Clayton, Missouri, and Conditions Specified Herein; Approving and Authorizing Other Actions Related Thereto, and Repealing All Conflicting Ordinances by title only.**

**The motion passed unanimously on a voice vote.**

**Motion made by Alderman Lintz that the Board give unanimous consent to consideration for adoption of Bill No. 6854 on the day of its introduction.  
Alderman Berkowitz seconded.**

**The motion passed unanimously on a voice vote.**

**Alderman Lintz introduced Bill No. 6854, an ordinance to repeal the previously adopted SDD plan (Ord 6681) and approve an amended SDD Plan for the Centene Clayton Campus SDD to be read for the second time by title only. Alderman Berkowitz seconded.**

**City Attorney O'Keefe reads Bill No. 6854, second reading, an Ordinance Repealing a Previously Adopted Special Development District Plan and Approving an Amended Special Development District Plan for the Centene Clayton Campus Special Development District, Subject to the Requirements Set Forth in the Code of Ordinances of the City of Clayton, Missouri, and Conditions Specified Herein; Approving and Authorizing Other Actions Related Thereto, and Repealing All Conflicting Ordinances by title only.**

**The motion passed on a roll call vote: Alderman Lintz – Aye; Alderman Berkowitz – Aye; Alderman McAndrew – Aye; Alderman Buse – Aye; Alderman Patel – Aye; and Mayor Harris – Aye. The bill, having received majority approval was adopted and became Ordinance No. 6712 of the City of Clayton.**

**Alderman Lintz introduced Bill No. 6853, to repeal the Subdistrict 2A Development Plan for the Centene Clayton Campus Special Development District (SDD) and approve an amended Subdistrict 2A Development Plan to be read for the first time by title only.  
Alderman Berkowitz seconded.**

**City Attorney O'Keefe reads Bill No. 6853, first reading, an Ordinance Repealing the Subdistrict 2A Subdistrict Development Plan for the Centene Clayton Campus Special Development District and Approving an Amended Subdistrict 2A Development Plan in Lieu Thereof; and Other Actions Related Thereto by title only.**

**The motion passed unanimously on a voice vote.**

**Motion made by Alderman Lintz that the Board give unanimous consent to consideration for adoption of Bill No. 6853 on the day of its introduction.  
Alderman Berkowitz seconded.**

**The motion passed unanimously on a voice vote.**

**Alderman Lintz introduced Bill No. 6853, to repeal the Subdistrict 2A Development Plan for the Centene Clayton Campus Special Development District (SDD) and approve an amended Subdistrict 2A Development Plan to be read for the second time by title only.  
Alderman Berkowitz seconded.**

**City Attorney O’Keefe reads Bill No. 6853, second reading, an Ordinance Repealing the Subdistrict 2A Subdistrict Development Plan for the Centene Clayton Campus Special Development District and Approving an Amended Subdistrict 2A Development Plan in Lieu Thereof; and Other Actions Related Thereto by title only.**

**The motion passed on a roll call vote: Alderman Lintz – Aye; Alderman Berkowitz – Aye; Alderman McAndrew – Aye; Alderman Buse – Aye; Alderman Patel – Aye; and Mayor Harris – Aye. The bill, having received majority approval was adopted and became Ordinance No. 6713 of the City of Clayton.**

**A RESOLUTION TO CONSIDER AUTHORIZING THE SUBMITTAL OF A MUNICIPAL PARKS GRANT APPLICATION FOR CONSTRUCTION OF A POCKET PARK AT 7811 MARYLAND AVENUE**

City Manager Gipson reported that included in the City’s FY22 Capital Improvement Budget is funding for the construction of a new park at 7811 Maryland Avenue. The land was acquired in 2018 with the intent to create an Urban Park in Downtown Clayton. Since that time, SWT was retained to develop a design for the park. The conceptual design was approved in 2019 and, since that time, the Clayton Community Foundation (CCF) has been raising funds to help pay for this project. To date, they have raised more than \$80,000 and are waiting to hear back on several grants that would bring their total to more than \$100,000. In order to move this project forward, City staff recommends applying for a grant of up to \$225,000. If this application is successful, the grant along with funds raised by CCF will provide the resources necessary to develop the site into a new public park. The City should receive notification before the end of the year with the intent to begin the work in early 2022.

Patty DeForrest, Director of Parks, addressed the Board providing an overall summary of the project.

In response to Alderman Lintz’ question, Patty DeForrest stated that the City is expected to spend \$15,000 (or less) out of the capital fund. The city needs to contribute 5% of the project costs which is \$15,000.

In response to Mayor Harris’ question, Patty DeForrest stated that the proposed cost is \$350,000, demolition bids received were very good, and that they are also preparing to apply for an additional grant (\$25,000) with the Missouri State Conservation Department.

In response to Alderman Lintz’ question, Patty DeForrest stated that staff will work to keep the city’s cost as low as possible.

In response to Mayor Harris’ question, Patty DeForrest said that with the additional anticipated \$25,000 grant from the Missouri Department of Conservation she does not expect the city to spend no more than \$15,000.

In response to Alderman Berkowitz’ question, City Manager Gipson said that the Park Grant would be \$225,000, \$80,000-\$100,000 from Clayton Community Foundation; \$25,000 MO Department of Conservation; and \$15,000 from the city. The demolition bids (FY2021) came in under \$100,000 as anticipated, therefore it is expected to use little or no costs to the city.

In response to Alderman Berkowitz question, Patty DeForrest explained the process of applying for the grant and the option(s) of receiving more than expected or not receiving what is expected.

City Manager Gipson added that we have the demolition ready to go and may not have another opportunity to do this project basically for free. As Patty said previously, if there is some reason that there is a problem with the grant then the city can give it back. If there is thought that 100% funding is needed for the project and/or we do not move forward with the project than he questions whether we should do the demolition right now. He prefers not to spend \$100,000 to demo the building, but instead prefer to list the property rather than sit on it for a long time in hopes of getting leveraged funding again. He stated that this is a unique situation where a park can be built without almost no capital outlay and feels this is something to consider before they move forward with the demolition.

Alderman Buse expressed that the Parks and Recreation Commission was very enthusiastic about the project because it is how nice it is for the city budget and a pocket park would be a good addition to the area. She thanked Patty for the presentation and all of the work that her team did on the project.

Alderman Berkowitz expressed concerns with spending money at this time considering the City's finances.

Mayor Harris stated that this project has been in the works for a while, and it has received a lot of support. Due to the ballot measure failing they should not do any extra projects, but this project was started two years ago, and an investment was made, and every effort is made to recover all costs except for the \$15,000. She inquired as to possibly delaying the demolition until a later date.

Alderman McAndrew commented that she appreciates and agrees that we continue to find every cost saving measure, but we are getting a beautiful little pocket park. The benefit of this project vastly outweighs the \$15,000 cost to the city (i.e., environmental, more traffic-foot), the library across the street, etc.). She supports moving forward with this project and the demolition.

Alderman Patel commented that her first reaction was to get excited because of her background experience with Parks & Rec and CCF that this project could happen, but then she took a more critical stance and was concerned about the wisdom of proceeding with the project that isn't necessary based on what was heard from the residents on August 3. She feels that at this point after hearing that the project has started and numbers are already coming in somewhat significantly under budget that it is a good sign, and the fact that essentially this is an opportunity to get it almost paid in full. Ira helped us clarify that submitting for the grant we would still have the opportunity once we find out about the disposition of the grant application to make a final decision. She stated that based upon all that she supports proceeding with the project, the demo, and submitting the grant application also. She expressed her thanks to Patty, her team, and CCF.

Alderman Lintz commented that as of this afternoon he was against it because we shouldn't be spending money yet; we have a Parks & Rec Master Plan that we are thinking about and we should hold off and make sure this is what we want to do. He wasn't aware that CCF had

already raised that much money and they were still raising. The demo cost came in under budget and hearing City Manager Gipson say that we are almost getting it for free, he is okay with moving forward.

Cheryl Miller, citizen, addressed the Board asking who was providing the grant.

Patty DeForrest stated that it is through the St. Louis County Municipal Parks Commission.

**Motion made by Alderman Lintz to approve Resolution No. 2021-14, authorizing the submittal of a Municipal Parks Grant for construction of a pocket park at 7811 Maryland Avenue. Alderman Berkowitz seconded.**

**The motion passed unanimously on a voice vote.**

**A MOTION TO CONSIDER SETTING PUBLIC HEARINGS FOR CONSIDERATION OF THE PROPOSED PROPERTY TAX LEVIES FOR TAX YEAR 2021 (FISCAL YEAR 2022) AND THE FISCAL YEAR 2022 OPERATING AND CAPITAL IMPROVEMENT BUDGET**

City Manager Gipson reported that the Board of Aldermen has received the City Manager's proposed Fiscal Year 2022 (FY 22) Operating and Capital Improvement Budget. The City has also recently received assessed valuation information from St. Louis County for calculating the 2021 (FY 22) property taxes. As part of the property tax and budget process, the Board is required to hold a public hearing to seek public input prior to formal adoption.

Staff is recommending that a public hearing be scheduled for September 14, 2021, at 7:00 p.m. at the regular Board of Aldermen meeting for both the property tax levy hearing, and also the Fiscal Year 2022 budget hearing.

City Manager Gipson added that a public budget work session will also be held on August 20, 2021.

Mayor Harris suggested that the information is posted to the City's website.

**Motion made by Alderman Lintz to approve setting the public hearing date of September 14, 2021, for the Property Tax Levies (tax year 2021) and the FY2022 Operating and Capital Improvement Budget. Alderman Berkowitz seconded.**

**The motion passed unanimously on a voice vote.**

**MOTION TO CONSIDER APPROVING AN APPOINTMENT TO THE BOARDS AND COMMISSIONS**

City Manager Gipson reported that Jeff Leonard, Ward 3 resident, has expressed interest in being appointed to serve as a member of the Sustainability Committee. Mayor Harris has reviewed the application and recommends the appointment for the Board's consideration.

**Motion made by Alderman Lintz to approve the appointment of Jeff Leonard as a member of the Sustainability Committee to complete an unexpired term through June 30, 2022. Alderman Berkowitz seconded.**

**The motion passed unanimously on a voice vote.**

Alderman Berkowitz asked that the Board reconsider a moratorium in receiving compensation as an effort to help the city's financial constraints.

Alderman McAndrew recalled that this issue came up a year ago during the time the pandemic started and at that time she thought that City Attorney O'Keefe informed the Board that they could not forgo or have a moratorium on their compensation.

City Attorney O'Keefe stated that the Board cannot increase the compensation of an elected official during the term of office. There is a body of law that says once elected, that persona is entitle to their compensation until or unless they are removed from office. He said that the Board cannot decide for others that they will not receive their compensation. He added that there is nothing to prohibit the Board members from voluntarily relinquishing their pay. He offered to explore the issue and provide a comprehensive analysis if that was the Board's wishes.

Alderman Buse noted that for the cost to have City Attorney O'Keefe investigate this issue it may be defeating the financial purpose.

Mayor Harris stated that she appreciates Alderman Berkowitz' suggestion and that it would not be a material savings, but it would send a message on how serious the elected officials are in finding ways to reduce costs. She is in support of volunteering to forgo her salary for a period of time going forward.

Alderman Lintz commented that, stating for the public, currently he makes \$2216.40 per year, and he would voluntarily support giving up his salary.

Alderman Berkowitz stated that he is in full support of voluntarily forgoing his salary.

Alderman Patel commented that the compensation received for this position is in no way reflective of the level of effort and time that is put in for the job or any statistical difference in her quality of life, but she does feel it is important that the work is compensated. She said that it occurred to her that if her daughter was still young enough and needed childcare and if we were not in a pandemic - meeting over Zoom she would have to pay for babysitting to attend all of the meetings required. She feels there is something to be said from an equity and accessibility view, no offense to those who are retired, but not just retired folks to serve on the Board. It is her general philosophy she has about compensating people for their time. She strongly encourages folks who are looking for a way to give back to the City of Clayton to remember the non-profit partner which is CCF.

Other

Alderman Berkowitz reported on the following:

- Plan Commission/ARB – H3 presentation.
- August 3 election – Proposition A failed; welcome Gary Feder, Ward 3 Alderman

City Attorney O'Keefe explained to the public that we recognize that Mr. Feder won the election the city has not received the certified election results from the St. Louis County Board of Election Commissions, which is usually received within two weeks of the election. Once those certified results are received Mr. Feder will than be sworn in, most likely at the next meeting on August 24.

Alderman Buse reported on the following:

- Parks & Recreation Commission – discussions on Anderson Park, pocket park (grants and funding), and construction at Oak Knoll Park.

Alderman Patel reported on the following:

- Uniformed Pension and Non-Uniformed Pension Board
- Attended (virtually) the Racial Equity Summit-Ferguson

Mayor Harris reported on the following:

- Commemorative Landscape Committee
- CCF History

City Manager Gipson reminded everyone of the scheduled budget work session on August 20; BOA/Staff Retreat on September 21 and 22<sup>nd</sup>.

There being no further business the meeting adjourned at 8:26 p.m.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk





City Manager  
10 N. Bemiston Avenue  
Clayton, MO 63105

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## REQUEST FOR BOARD ACTION

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**TO:** MAYOR HARRIS; BOARD OF ALDERMEN

**FROM:** DAVID GIPSON, CITY MANAGER  
JUNE FRAZIER, CITY CLERK

**DATE:** AUGUST 24, 2021

**SUBJECT:** MOTION – CERTIFICATION OF AUGUST 3, 2021 SPECIAL MUNICIPAL ELECTION

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The results of the August 3, 2021 special municipal election per the Board of Election Commissioners of St. Louis County are as follows:

Ward 3 – Gary Feder      **628 – YES (100%)** – *to complete an unexpired term through 2023*

Proposition A      **939 – NO (54.40%)**  
787 – Yes (45.60%)

**Recommendation:** To certify the canvassed results of the August 3, 2021, special municipal election.

# Canvass Results Report

Election Results

Run Time 12:19 PM  
Run Date 08/12/2021

ST. LOUIS COUNTY, MISSOURI

SPECIAL ELECTION

8/3/2021

Page 1

Official Results

Registered Voters

55905 of 663108 = 8.43%

Polling Places Reporting

183 of 183 = 100.00%

CITY OF CLAYTON - ALDERPERSON - WARD 3 - Unexpired Term Ending 2023 Vote For One

| Precinct      | GARY FEDER |            |                                   |            |                    |               |
|---------------|------------|------------|-----------------------------------|------------|--------------------|---------------|
|               | Cast Votes |            | Consolidated Results Ballots Cast |            | Total Ballots Cast |               |
| CLA - 003     | 237        | 237        | 312                               | 312        | 1,252              | 24.92%        |
| CLA - 004     | 51         | 51         | 69                                | 69         | 499                | 13.83%        |
| CLA - 008     | 100        | 100        | 136                               | 136        | 621                | 21.90%        |
| CLA - 011     | 175        | 175        | 240                               | 240        | 902                | 26.61%        |
| CLA - 029     | 10         | 10         | 16                                | 16         | 68                 | 23.53%        |
| CLA - 044     | 55         | 55         | 66                                | 66         | 333                | 19.82%        |
| <b>Totals</b> | <b>628</b> | <b>628</b> | <b>839</b>                        | <b>839</b> | <b>3,675</b>       | <b>22.83%</b> |

# Canvass Results Report

ST. LOUIS COUNTY, MISSOURI

Election Results

SPECIAL ELECTION

Run Time 12:19 PM

8/3/2021

Run Date 08/12/2021

Page 2

Official Results

Registered Voters

55905 of 663108 = 84.3%




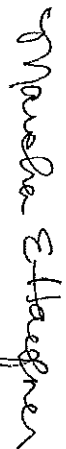
Polling Places Reporting

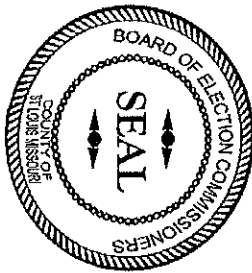
183 of 183 = 100.00%

## CITY OF CLAYTON - PROPOSITION A - Simple Majority Required

| Precinct      | YES        | NO         | Cast Votes   | Consolidated Results Ballots Cast | Total Ballots Cast | Registered Voters | Turnout Percentage |
|---------------|------------|------------|--------------|-----------------------------------|--------------------|-------------------|--------------------|
| CLA - 002     | 37         | 30         | 67           | 67                                | 67                 | 455               | 14.73%             |
| CLA - 003     | 151        | 160        | 311          | 312                               | 312                | 1,252             | 24.92%             |
| CLA - 004     | 34         | 35         | 69           | 69                                | 69                 | 499               | 13.83%             |
| CLA - 008     | 65         | 71         | 136          | 136                               | 136                | 621               | 21.90%             |
| CLA - 011     | 81         | 159        | 240          | 240                               | 240                | 902               | 26.61%             |
| CLA - 029     | 6          | 10         | 16           | 16                                | 16                 | 68                | 23.53%             |
| CLA - 044     | 29         | 37         | 66           | 66                                | 66                 | 333               | 19.82%             |
| CLA - 048     | 9          | 65         | 74           | 74                                | 74                 | 197               | 37.56%             |
| HAD - 001     | 186        | 210        | 396          | 397                               | 397                | 2,138             | 18.57%             |
| HAD - 004     | 3          | 0          | 3            | 3                                 | 3                  | 857               | 0.35%              |
| HAD - 005     | 29         | 26         | 55           | 55                                | 55                 | 424               | 12.97%             |
| HAD - 014     | 88         | 68         | 156          | 156                               | 156                | 748               | 20.86%             |
| HAD - 015     | 69         | 68         | 137          | 138                               | 138                | 950               | 14.53%             |
| <b>Totals</b> | <b>787</b> | <b>939</b> | <b>1,726</b> | <b>1,729</b>                      | <b>1,729</b>       | <b>9,444</b>      | <b>18.31%</b>      |

WE, THE BOARD OF ELECTION COMMISSIONERS OF ST. LOUIS COUNTY, MISSOURI, ACTING AS THE VERIFICATION BOARD PURSUANT TO 115.507, RSMo, HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT ABSTRACT OF VOTES CAST AT THE SPECIAL ELECTION HELD IN ST. LOUIS COUNTY, MISSOURI, ON AUGUST 3, 2021. IN TESTIMONY WHEREOF, WE HAVE HEREUNTO SET OUR HAND AT OUR OFFICE IN ST. ANN, ST. LOUIS COUNTY, MISSOURI, ON AUGUST 12, 2021.

|   |   |  |   |
|---|---|--|---|
|  |  |  |  |
| ROBERT CHAMBERS, CHAIRMAN   | TRUDI MCCOLLUM FOUSHEE, SECRETARY   | PATRICIA YAEGER, COMMISSIONER  | MARSHA HAEFNER, COMMISSIONER  |





City Manager  
10 N. Bemiston Avenue  
Clayton, MO 63105

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## REQUEST FOR BOARD ACTION

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**TO:** MAYOR HARRIS; BOARD OF ALDERMEN  
**FROM:** DAVID GIPSON, CITY MANAGER  
MATT MALICK, P.E., DIRECTOR OF PUBLIC WORKS  
**DATE:** AUGUST 24, 2021  
**RE:** ORDINANCE - A CONTRACT WITH GERSTNER ELECTRIC, INC. FOR THE  
TRAFFIC MANAGEMENT ENHANCEMENTS PROJECT

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The Public Works Department is requesting approval of a contract for the federally funded Traffic Management Enhancements Project. This grant is part of the Congestion Mitigation and Air Quality (CMAQ) improvement program administered by East West Gateway for distribution of federal funds. This project includes the installation of flashing yellow arrows (FYA) at critical locations, installation of modern signal controllers and malfunction management units (MMU) to enable new features for congestion management, installation of a centralized advanced transportation management system (ATMS), and a city-wide updated signal timing plan to accommodate changing travel patterns. The signal timing update will take place a few months after all hardware components are installed.

Four bids were opened on May 26, 2021, and Gerstner Electric, Inc. submitted the lowest, responsive, responsible base bid in the amount of \$257,075.38. The final engineer's estimate for this work was \$363,900.00. The second low bid came from Reinhold Electric at \$287,576.00.

City Staff recommends approval of the contract with Gerstner Electric, Inc.. In addition to the contract amount the City Staff requests authorization to approve change orders in an amount not to exceed \$25,000.00 to be used to cover expenditures to correct unknown site issues that become apparent during the project.

The FY21 budget has funds budgeted for this activity and the city is eligible to receive federal reimbursement of up to 80% of the project costs.

**STAFF RECOMMENDATION:** To approve the ordinance authorizing a contract with Gerstner Electric, Inc. in the amount of \$257,075.38 plus a contingency of \$25,000.00, totaling \$282,075.38 for the Traffic Management Enhancements Project.

**BILL NO. 6855**

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE APPROVING A CONTRACT WITH GERSTNER ELECTRIC, INC. FOR THE TRAFFIC MANAGEMENT ENHANCEMENTS PROJECT (CMAQ-5438(614))**

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**WHEREAS**, the City desires to update aging signal components to provide flashing yellow arrow improvements, updated signal controller & malfunction management units, install an advanced transportation management system, and update traffic signal timing plans in the City of Clayton; and

**WHEREAS**, the City previously executed a grant agreement with the Missouri Highways and Transportation Commission; and

**WHEREAS**, upon request and advertisement for bids, Gerstner Electric, Inc. was found to be the lowest, responsive, responsible bidder for the Traffic Management Enhancements Project (CMAQ-5438(614)).

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI AS FOLLOWS:**

Section 1. The Board of Aldermen approves on behalf of the City a contract with Gerstner Electric, Inc. for construction services in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set out here in full, and change orders approved by the Director of Public Works in a cumulative amount not to exceed \$25,000.00, together with such document changes as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The Mayor, City Manager and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

Section 2. This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen.

Passed this 24<sup>th</sup> day of August 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Management Enhancements Project CMAQ-5438(614)



| BASE BID**  |          |          |             | Gerstner       |             | Reinhold       |             | Meyer          |             | TGB            |             | Engineers Estimate |  |
|---|----------|----------|-------------|----------------|-------------|----------------|-------------|----------------|-------------|----------------|-------------|--------------------|--|
| Description   | Unit     | Quantity | Unit Price  | Extended Price | Unit Price  | Extended Price | Unit Price  | Extended Price | Unit Price  | Extended Price | Unit Price  | Extended Price     |  |
| Roadway Items                                       |          |          |             |                |             |                |             |                |             |                |             |                    |  |
| IC CONTROL  | LUMP SUM | 1        | \$1,500.00  | \$1,500.00     | \$4,000.00  | \$4,000.00     | \$7,000.00  | \$7,000.00     | \$6,000.00  | \$6,000.00     | \$3,400.00  | \$3,400.00         |  |
| IZATION   | LUMP SUM | 1        | \$9,000.38  | \$9,000.38     | \$10,000.00 | \$10,000.00    | \$16,000.00 | \$16,000.00    | \$14,000.00 | \$14,000.00    | \$15,200.00 | \$15,200.00        |  |
| L HEAD, TYPE 3S (LED)                               | EACH     | 3        | \$790.00    | \$2,370.00     | \$927.00    | \$2,781.00     | \$800.00    | \$2,400.00     | \$1,250.00  | \$3,750.00     | \$1,500.00  | \$4,500.00         |  |
| L HEAD, TYPE 3B (LED)                               | EACH     | 28       | \$920.00    | \$23,920.00    | \$1,057.00  | \$27,482.00    | \$968.00    | \$26,194.00    | \$1,400.00  | \$36,400.00    | \$1,800.00  | \$46,800.00        |  |
| L HEAD, TYPE 4B (LED)                               | EACH     | 13       | \$1,015.00  | \$13,195.00    | \$1,137.00  | \$14,781.00    | \$1,140.00  | \$14,820.00    | \$1,500.00  | \$18,500.00    | \$2,200.00  | \$28,800.00        |  |
| NETWORK SERVERMODULES                               | LS       | 1        | \$50,000.00 | \$50,000.00    | \$50,000.00 | \$50,000.00    | \$58,000.00 | \$58,000.00    | \$65,000.00 | \$65,000.00    | \$80,000.00 | \$80,000.00        |  |
| LATE EXISTING SIGNAL & ITS EQUIPMENT (INTERSECTION) | EACH     | 7        | \$650.00    | \$4,550.00     | \$805.00    | \$4,236.00     | \$850.00    | \$5,950.00     | \$2,400.00  | \$16,800.00    | \$500.00    | \$7,000.00         |  |
| VE EXISTING SIGNAL & ITS EQUIPMENT (INTERSECTION)   | EACH     | 14       | \$295.00    | \$4,130.00     | \$605.00    | \$8,470.00     | \$400.00    | \$5,600.00     | \$900.00    | \$12,600.00    | \$500.00    | \$7,000.00         |  |
| Y EXISTING SIGNAL CABINET                           | EACH     | 14       | \$675.00    | \$9,450.00     | \$605.00    | \$8,470.00     | \$1,200.00  | \$16,800.00    | \$800.00    | \$11,200.00    | \$1,500.00  | \$21,000.00        |  |
| TRAFFIC SIGNAL CONTROLLER                           | EACH     | 19       | \$2,720.00  | \$51,680.00    | \$3,056.00  | \$58,064.00    | \$2,880.00  | \$56,620.00    | \$3,000.00  | \$57,000.00    | \$3,750.00  | \$71,250.00        |  |
| FUNCTION MANAGEMENT UNIT                            | EACH     | 19       | \$1,080.00  | \$20,520.00    | \$1,344.00  | \$25,536.00    | \$1,100.00  | \$20,900.00    | \$950.00    | \$18,050.00    | \$1,200.00  | \$22,800.00        |  |
| CTION TSI LOADBAY                                   | EACH     | 7        | \$3,860.00  | \$27,020.00    | \$2,500.00  | \$17,500.00    | \$2,800.00  | \$16,600.00    | \$3,100.00  | \$21,700.00    | \$1,350.00  | \$9,450.00         |  |
| ERODIOUS DATA LINK CONTROLLER                       | EACH     | 14       | \$340.00    | \$4,760.00     | \$1,000.00  | \$14,000.00    | \$420.00    | \$5,880.00     | \$365.00    | \$5,110.00     | \$500.00    | \$7,000.00         |  |
| ENSION FOR MAST ARM                                 | EACH     | 1        | \$1,500.00  | \$1,500.00     | \$1,155.00  | \$1,155.00     | \$1,100.00  | \$1,100.00     | \$1,100.00  | \$1,100.00     | \$1,000.00  | \$1,000.00         |  |
| HARDENED MANAGED NETWORK SWITCH                     | EACH     | 21       | \$1,380.00  | \$28,980.00    | \$1,700.00  | \$35,700.00    | \$1,600.00  | \$33,600.00    | \$1,325.00  | \$27,825.00    | \$2,500.00  | \$52,500.00        |  |
| AT SHEET (FVA SIGNS)                                | SQ. FT.  | 180      | \$25.00     | \$4,500.00     | \$30.00     | \$5,400.00     | \$50.00     | \$9,000.00     | \$18.00     | \$3,240.00     | \$40.00     | \$7,200.00         |  |
|   |          |          | Sub-Total   | \$257,075.38   | Sub-Total   | \$287,574.00   | Sub-Total   | \$299,464.00   | Sub-Total   | \$319,275.00   | Sub-Total   | \$363,900.00       |  |
| Total Bid   |          |          |             | \$257,075.38   |             | \$287,574.00   |             | \$299,464.00   |             | \$319,275.00   |             | \$363,900.00       |  |

Shown as \$287,576.00 on bid form

## **CITY-CONTRACTOR AGREEMENT**

This Agreement is made and entered into the \_\_\_\_ day of \_\_\_\_, 20\_\_, by and between the City of Clayton, Missouri (hereinafter the "City") and Gerstner Electric, Inc., a Corporation with offices at 2400 Cassens Dr., Fenton, MO 63026, (hereinafter the "Contractor"). The project shall be identified as Flashing Yellow Arrow Signalization Improvements, CMAQ-5438(614)

### **WITNESSETH:**

The Contractor and the City for the consideration set forth herein agree as follows:

#### **ARTICLE I - The Contract Documents**

The Contract Documents consist of the Invitation for Bids and Bid Specifications previously issued by the City for the Work and Contractor's submission in response thereto, the General Conditions of City-Contractor Agreement, Non-Collusion Affidavit, Performance and Payment Bond, Specifications, Drawings, the Construction Schedule, all Addenda and all Modifications issued after execution of this Contract, which together with this Agreement form the Contract, and are all as fully made a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of City-Contractor Agreement are applicable to this Agreement. This Contract cannot be modified except by duly authorized and executed written amendment.

#### **ARTICLE II - Scope of Work**

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents. Contractor represents and warrants that contractor has special skills which qualify contractor to perform the Work in accordance with the Contract and that contractor is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.



### ARTICLE III - Time of Completion

All time limits stated in the Contract Documents are of the essence. The Work to be performed under this Contract shall commence within ten (10) days of the date of the written Notice to Proceed from the City to the Contractor and shall be completed within **Two Hundred and Fourty (240)** consecutive calendar days from and including the date of said written Notice to Proceed.

### ARTICLE IV - The Contract Sum and Payments

Based upon Applications for Payment and an Invoice duly delivered by the Contractor to the City by the twentieth day of the month for work performed, in accordance with the Contract, the City shall pay the Contractor for the performance of the Work, the sum of Two-Hundred & Fifty-Seven Thousand & Seventy-Five Dollars and Thirty-Eight cents (\$257,075.38) (the "Contract Sum") as follows:

- (a) On or about the tenth day of each following month, ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and ninety-five percent (95%) of the portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth of the preceding month, less the aggregate of all previous progress payments;
- (b) Within thirty (30) days of substantial completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum; and
- (c) Final payment within thirty (30) days after the Work is certified by the City as fully completed and accepted by the City including any required documentation.
- (d) The foregoing schedule shall not apply if contrary to federal funding requirements or unless funds from a state grant are not timely received.
- (e) Estimates of work performed and materials delivered shall be finally determined by the City.
- (f) The foregoing retainage amounts are agreed to be required to ensure performance of the Contract.
- (g) Payment shall be deemed made when mailed or personally delivered, whichever is earlier.

## ARTICLE V - Performance of the Work

- (a) Within fourteen (14) calendar days after being awarded the Contract, the Contractor shall prepare and submit for the City's approval (1) a **Construction Schedule** for the Work in a bar chart format which Construction Schedule shall indicate the dates for starting and completing the various stages of construction on a street by street basis . The Contractor shall be required by the Director of Public Works to substantially finish portions of the Work prior to continuation of further work remaining on the project, including backfilling, paving, sodding or cleanup.
- (b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of this Contract. If the Contractor fails to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City as liquidated damages and not as a penalty, as specified under Item No. 4 of "Notice To Contractor" and according to Division 100; Section 108.8 of Standard Specifications, for each calendar day the Contractor fails to comply with the Construction Schedule. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to Contractor from City.
- (c) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City as such intervals as the City may reasonably direct, the actual progress of the work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the City for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the City shall have agreed in writing to reimburse the

Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

#### **ARTICLE VI - Delays Beyond Contractor's Control**

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the City pursuant to paragraph (b) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (c) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time or other relief shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefor is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather shall not constitute a cause for granting an extension of time.

(d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of his rights under this Article VI.

## **ARTICLE VII - Changes in the Work**

(a) The City may make changes within the general scope of the Contract by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the General Conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the City in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General Conditions.

(b) If the requested change would result in a delay in the Construction Schedule, the provisions of paragraph (c) of Article V and of Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Construction Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the unit prices previously specified, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an acceptable lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, or by an acceptable cost plus percentage or fixed fee.

## **ARTICLE VIII - Termination**

(a) If the Contractor is adjudged insolvent or bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule, or if the Contractor fails to make prompt payment to Subcontractors for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor, terminate the Contract, take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until

the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional architectural, managerial and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the City promptly upon demand.

In the event of termination pursuant to this paragraph, the Contractor, upon the request of the City, shall promptly

- (i) assign to the City in the manner and to the extent directed by the City all right, title and interest of the Contractor under any subcontracts, purchase orders and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefor, and

- (ii) make available to the City to the extent directed by the City all construction equipment owned by the Contractor and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor. In the event of termination, under this paragraph (b) the Contract Sum shall be reduced by the percentage of work not completed on the date of termination.

#### **ARTICLE IX - Contractor's Insurance**

Contractor's insurance shall be endorsed to cover the contractual liability of the Contractor under the General Conditions referring to Property Insurance.

#### **ARTICLE X - Indemnities**

(a) Liability: Contractor indemnifies, defends, and holds the City harmless for all third party claims or suits for libel, slander, property damage, and bodily injury, including death, because of the Contractor's negligence, general liability or product liability that arise out of the Project or anyone directly or indirectly employed by the Contractor or anyone for whose acts the City may be liable, regardless of whether

caused in whole or in part by the City's negligence. These obligations include all judgments or awards recovered from the claims or suits, including court costs and attorney fees.

(b) Professional Liability: Contractor indemnifies and holds the City harmless for all third-party claims or suits for damages, including consequential or economic damages, to the extent caused by the negligent acts, errors or omissions of the Contractor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in performing professional services under this Agreement. These obligations include all judgments or awards recovered from the claims or suits, including court costs and attorney fees.

(c) Other Indemnities: Contractor indemnifies, defends, and holds the City harmless for all third-party claims or suits for fines, penalties, liquidated damages or any other damages of whatsoever nature to the extent caused by the negligence or wrongdoing of the Contractor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. These obligations include all judgments or awards recovered from the claims or suits, including courts costs and attorney fees.

(d) Contractor agrees that its indemnity obligations set forth in this Article will not be affected in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the City, the Contractor, or any of the subcontractors under workers' compensation acts, employer's liability insurance, or other employee benefit acts.

## **ARTICLE XI - Insurance**

(a) Except to the extent set forth in Section (b) of this Article, and in Section 100 of the Job Special Provisions, the Contractor will purchase and maintain the following insurance to cover its operations under this Agreement without limiting the liability of the Contractor under this Agreement. This insurance will be provided by insurance companies acceptable to the City and licensed to do business in each jurisdiction where the Work is performed.

1. Workers' Compensation Insurance in full compliance with workers' compensation laws of the State of Missouri together with Employer's Liability Coverage with minimum limits of liability in the amount of \$3,000,000.00 for each accident and each disease.

2. Commercial Automobile Liability Insurance under Form CA 00 01, covering all owned hired, and non-owned vehicles, with minimum combined single limits of liability of \$3,000,000 for each accident.

3. Commercial General Liability Insurance, and, if necessary, excess liability insurance on a "true following-form" basis, all of which is written on an occurrence basis, with the following minimum limits of liability:

|   |                |
|---|----------------|
| General Aggregate                       | \$3,000,000.00 |
| Products/completed operations aggregate | \$3,000,000.00 |
| Personal and advertising injury         | \$3,000,000.00 |
| Each occurrence                         | \$3,000,000.00 |
| Fire damage legal liability             | \$3,000,000.00 |
| Medical expenses                        | \$ 5,000.00    |

(b) The Commercial General Liability and the Commercial Automobile Liability Insurance coverages and their respective limits set forth in Section (a) of this Article are being explicitly required and obtained to insure the indemnity obligations set forth in Section (a) of Article X to meet the requirements of § 434.100.2(8) R.S.Mo. The parties further acknowledge that the cost of these insurance coverages is included in the Contract Price and that the limits and coverages afforded by them is the Contractor's total aggregate liability under the indemnity obligations set forth in Section (a) of Article X.

(c) Contractor's Commercial Automobile Liability, Commercial General Liability, and Professional Liability policies – and any excess policies necessary to meet the required limits – will include contractual liability coverage. The City of Clayton, its officers, boards, board members, commissions, commissioners, agents, and employees will be named as an additional insured on the Contractor's Commercial General

Liability policy by using ISO Additional Insured Endorsement (Form B), CG 20 10 11 85. The Commercial General Liability, Commercial Automobile Liability and required excess policies will include a severability or cross-liability clause and such insurance will be endorsed to make such insurance primary with respect to any applicable insurance maintained by the City.

(d) Contractor waives any rights of subrogation under its Professional Liability Insurance policy for the City's benefit and is doing so before commencing any of the Work.

(e) Contractor will furnish an insurance certificate to Owner evidencing that it has met the insurance requirements of this Article, including attaching the requisite additional insured, primary and alternate employer endorsements. These documents must be provided before beginning the Work and upon each renewal of the coverage during the performance of the Work. The certificate will provide that thirty-days written notice will be given to City before any policy is canceled. Contractor will give written notice to City as soon as it receives written notice of cancellation from any of its insurance carriers. The certificate of insurance must clearly designate the name of the Project.

## **ARTICLE XII - The Work**

The Scope of Work consists of replacing existing traffic signal heads with new flashing yellow arrow traffic signal heads at various locations within the City of Clayton and related signal control cabinet modifications. Traffic control and other incidental items shall be included as shown in the specifications

## **ARTICLE XIII - Notices**

Any notice hereunder shall be personally delivered or mailed, postage prepaid, by certified mail, return receipt requested addressed to:



City of Clayton  
10 N. Bemiston Avenue  
Clayton, Missouri 63105  
Attention: Public Works Department

or to Contractor at:

Gerstner Electric, Inc.  
2400 Cassens Drive  
Fenton, MO 63026

**CONTRACT SIGNATURE PAGE**

\* In making out this form the proper name and title should be used. For example, if the Contractor is a corporation and this form is to be executed by its president, the words President should be used under Title. Attestation should be done by the Secretary of the Corporation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF CLAYTON

By: \_\_\_\_\_  
City Manager

(SEAL)

Attest:

\_\_\_\_\_  
City Clerk

DATE: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Contractor

\_\_\_\_\_  
Title

(SEAL)

Attest:

DATE: \_\_\_\_\_

**FORM OF CONTRACT PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That

**Gerstner Electric, Inc.**

\_\_\_\_\_  
(Name of Contractor)

**2400 Cassens Dr., Fenton, MO 63026**

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter  
(Corporation, Partnership, or Individual)

called Principal, and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

herein after called Surety, are held and firmly bound unto

**CITY OF CLAYTON, ST. LOUIS COUNTY, MISSOURI**

\_\_\_\_\_  
(Name of OWNER)

**10 N. BEMISTON AVE.**

\_\_\_\_\_  
(Address of OWNER)

Hereinafter called OWNER, in the penal sum of Two-Hundred & Fifty Seven Thousand & Seventy Five Dollars and Thirty Eight Cents  
Dollars(\$ 257,075.38 ) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**Flashing Yellow Arrow Signalization Improvements CMAQ-5438(614)**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one (1) year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void: otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed hereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED, FURTHER, Bond shall guarantee the faithful performance of the prevailing wage. Contractor shall pay not less than the prevailing wage included herein to all workers performing work under the contract.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address)

NOTE: Date of bond must not be prior to date of contract. If CONTRACTOR is partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**FORM OF CONTRACT PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That

**Gerstner Electric, Inc.**

(Name of Contractor)

**2400 Cassens Dr., Fenton, MO 63026**

(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

**CITY OF CLAYTON, ST. LOUIS COUNTY, MISSOURI**

(Name of OWNER)

hereinafter called OWNER, in penal sum of Two-Hundred & Fifty Seven Thousand & Seventy Five Dollars and Thirty Eight Cents  
Dollars, ( \$ 257,075.38 ) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**Flashing Yellow Arrow Signalization Improvements CMAQ-5438(614)**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED, FURTHER, Bond shall guarantee the faithful performance of the prevailing wage. Contractor shall pay not less than the prevailing wage included herein to all workers performing work under the contract.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
Principal

(SEAL)

By: \_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

Surety

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

NOTE: Date of bond must not be prior to date of contract. If CONTRACTOR is partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



City Manager  
10 N. Bemiston Avenue  
Clayton, MO 63105

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## REQUEST FOR BOARD ACTION

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**TO:** MAYOR HARRIS; BOARD OF ALDERMEN  
**FROM:** DAVID GIPSON, CITY MANAGER  
PATTY DEFORREST, PARKS AND RECREATION DIRECTOR  
**DATE:** AUGUST 24, 2021  
**SUBJECT:** ORDINANCE - AN ADDENDUM TO THE CONTRACT WITH S.M.  
WILSON & COMPANY FOR PROFESSIONAL SERVICES RELATED TO  
THE SHAW PARK ICE RINK

---

The addendum before you tonight will establish the Gross Maximum Price (GMP) with S.M. Wilson for the Demolition of the Ice Rink Building and Relocation of Park Electrical Service. This project includes the demolition of the Ice Rink Building as well as relocation of the electric service from the building to a separate stand-alone structure in the park.

Our contract with S.M. Wilson established the base fee for their compensation at 3.2% of the total project cost plus a General Conditions monthly fee of \$34,402. Including contingencies and fees, the proposal establishes the GMP at \$1,123,683. Our estimate in the capital budget for this work was \$1,045,000 and was based upon construction costs prior to the pandemic. While this proposal is \$78,683 more than the estimate, it is primarily the result of the current construction environment in the region. It includes \$97,958 in construction contingency which will not be billed unless spent. If approved, the City will also have costs associated with environmental clean-up and testing, so will need additional funds to cover those costs. In order to cover this shortfall, we will be utilizing funds that have been included in next year's budget for the Oak Knoll Fence Project. This fence will be repaired as needed, but as an ornamental fence it can be done over time through the Operating Fund.

Upon approval S.M. Wilson will begin working with city staff to schedule the work. Due to the long lead time on electrical equipment, they believe it will take up to six months for the switchgear to be delivered. Since this is a major component needed to relocate the electric to its new location, we do not want to start the work until a delivery date is set. They are targeting early next year to complete the project but will confirm the timeline once we receive notification of the anticipated delivery date for all equipment. During the fall, we will work through all permit approvals, complete the environmental remediation, and prepare the site for the project. Demolition and relocation of the electric will start in early spring and be completed no later than April 2022.

**STAFF RECOMMENDATION:** To approve the ordinance authorizing an addendum to the contract with S.M. Wilson & Company establishing the GMP at One Million One Hundred Twenty-three Thousand Six Hundred and Eighty-three Dollars (\$1,123,683) for Construction Management at Risk Services for the Demolition of the Ice Rink Building and Relocation of Park Electrical Service.

**BILL NO. 6856**

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE APPROVING AN ADDENDUM TO THE CONTRACT WITH S.M. WILSON CO. FOR PROFESSIONAL SERVICES RELATED TO THE SHAW PARK ICE RINK**

---

**WHEREAS**, the City desires to make improvements to the electric service for Shaw Park; and

**WHEREAS**, the building that previously served the Ice Rink is no longer able to serve the community and therefore is slated for demolition; and

**WHEREAS**, S.M. Wilson Co. is under contract to provide Construction Management Services for this project in Shaw Park;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI AS FOLLOWS:**

Section 1. The Board of Aldermen approves on behalf of the City an addendum to the contract with S.M. Wilson establishing the Gross Maximum Price for the Demolition of the Ice Rink Building and relocation of Park Electrical Service Project at One Million One Hundred Twenty-three Thousand Six Hundred and Eighty-three Dollars (\$1,123,683) in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set out here in full, and change orders approved by the Director of Parks & Recreation in a cumulative amount not to exceed Fifty Thousand Dollars (\$50,000), together with such document changes as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The Mayor, City Manager and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient, or prudent in order to carry out the intent of this legislation.

Section 2. This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen.

Passed this 24<sup>th</sup> day of August 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



August 18, 2021

Patty DeForrest  
Director of Parks and Recreation  
10 N. Bemiston  
Clayton, MO 63105

Clayton Shaw Park  
RE: Building Demolition and Electrical Upgrades Proposal **(Rev. 2)**

Dear Patty,

We have prepared a **Guaranteed Maximum Price** for work associated with the demolition of the ice rink building demolition and electrical upgrades.

Our proposed price is **\$1,123,683** (One Million One Hundred Twenty Three Thousand Six Hundred Eighty Three Dollars)

Attached are the following documents.

- Clarifications
- Alternates
- Estimate Summary Sheet
- Alternate 2 Sketch

Please let us know if you have any questions or would like additional information.

Sincerely,



Matt Frank  
Senior Project Manager  
S. M. Wilson & Co.

CC: Paul Wilson; S. M. Wilson & Co.



## Shaw Park - Demolition

Scope Inclusions and Clarifications 8/18/21 **(Rev. 2)**

### General Clarifications

1. Pricing is based on notated progress drawing sheets (D100, D101, C3.0, C4.0, A100, A070, A700, A800, DE100, E000, E001, E002, E003, E100, E203).
2. Additional architectural or civil design drawings are not included.
3. We have included costs for electrical, foundation rebar, CMU rebar, and Building 150 roof structure engineered drawings.

### Division 00 & 01 General Conditions & General Requirements:

1. We have included the furnish, installation, and removal of **900 LF** of 6' tall chain link construction fencing with chain link gates per the attached site logistics plan. Privacy screen cloth is not included.
2. SWPPP implementations and monitoring are included.
3. *Construction & Demolition access will be provided through the existing utility drive from the ice rink building to Shaw Park Dr.*
4. Surveying for Utility Building 150 included
5. Minimal private utility locating services are included for conduit installations.

### Division 2 Demolition

1. Demolition of the existing Ice Rink Building in its entirety is included.
2. *The Ice Rink and surrounding concrete will be left in place. These areas are not being demolished as part of this scope of work.*
3. Site utilities including sanitary, water, and natural gas will be cut and capped at the mains.
4. Storm sewer will be disconnected from the building. Storm sewer inlets and underground piping will be left in place.



5. Demolition of the trees and bushes within the demolition area *is only included as necessary for demolition activities. It is intended to leave most of the trees and bushes in place.*
6. Demolition of the ice rink light poles and foundations is *not* included. *An alternate is offered to electrically refeed the (6) pole lights at the ice rink.*
7. Demolition of building footings and foundations is included.
8. Dust control for demolition activities is included.
9. Refrigerants will be reclaimed and properly disposed of.
10. The demolition project area will be rough graded at completion of demolition. *Grading and soil import is only included at the building demolition area.*

#### Division 03 Concrete

1. Furnish and installation of footings, foundations, and reinforcement is included for Utility Building 150.
2. Engineered rebar drawings are included.

#### Division 4 Masonry

1. CMU and brick veneer at Utility Building 150 is included.
2. Engineered rebar drawings are included.

#### Division 7 Roofing

1. Membrane roofing and insulation is included.

#### Division 8 Doors and Hardware

1. Two HM doors and frames are included at Building 150

#### Division 9 Painting

1. Painting of the interior CMU walls and bollards at the transformer are included.

#### Division 9 Metal Framing

1. Structural steel cold rolled framing is included for the Building 150 roof framing.



2. Engineered drawings are included for Building 150 roof framing.

#### Division 23 - HVAC

1. Reclaiming refrigerant from (5) air conditioners is included.
2. This work is priced as T&M not to exceed

#### Division 26 - Electrical

1. Electrical engineering drawings are included.
2. Electric heater and t-stat are included at Utility Bldg. 150
3. Interior and exterior lighting is included at Utility Bldg. 150.
4. New switchgear MSB-SP, transformer, and panels are included.
5. New feeders and conduit or splicing feeders for panels at baseball fields, tennis courts, tennis bldg., South Pavilion, North Pavilion, & Pool Bldg. is included.
6. Transformer pad and bollards for XFMR transformer are included.

#### Division 32 Landscaping & Asphalt

1. Grass seed and straw installation is included at demolition areas.
2. A water truck is included at 3 days per week for 2 months for new grass seed installation.



### Exclusions

1. Additional architectural or civil design drawings or wet sealed drawings are not included.
2. Fire alarm or fire protection at Utility Bldg. 150 is not included.
3. New transformer XFMR is not included. This is to be provided by Ameren.
4. Tree protection or tree protection plan is not included. Trees to remain are outside of the construction area and not planned to be protected.
5. Asbestos and hazardous waste removal is Clayton and not included.
6. Performance and payment bond is not included.
7. Builders risk insurance and deductibles is not included.
8. Engineered soil compaction is not included. We have included minimal compaction and rolling of the backfill is included.
9. Materials testing is by Clayton and is not included.
10. New site lighting is not included.
11. Direct costs related to Ameren work is not included.
12. Building permit and fire permit fees are not included.
13. Chain link fence privacy screen cloth is not included.

### Alternates

#### **Alternate #1 - Electrically refeed (6) existing pole lights at ice rink.**

*Provide photocell and timeclock. Electrical refeed includes a single point connection and assumes that the pole lights are daisy chained together. Includes trenching as required to intercept existing below grade wiring.*

To accept this alternate, please **ADD \$9,175** (Nine Thousand One Hundred Seventy Five Dollars) to the base bid amount.

#### **Alternate #2 - Install New Asphalt Access Drive**

*Remove approximately 10,166 SF of existing Chip Seal access drive lane. Install approximately 10,166 SF of 8" rock base and 4" asphalt. Pricing includes utilizing existing concrete curbs where existing. New curb installation is not included. Subgrade soil remediation is not included.*

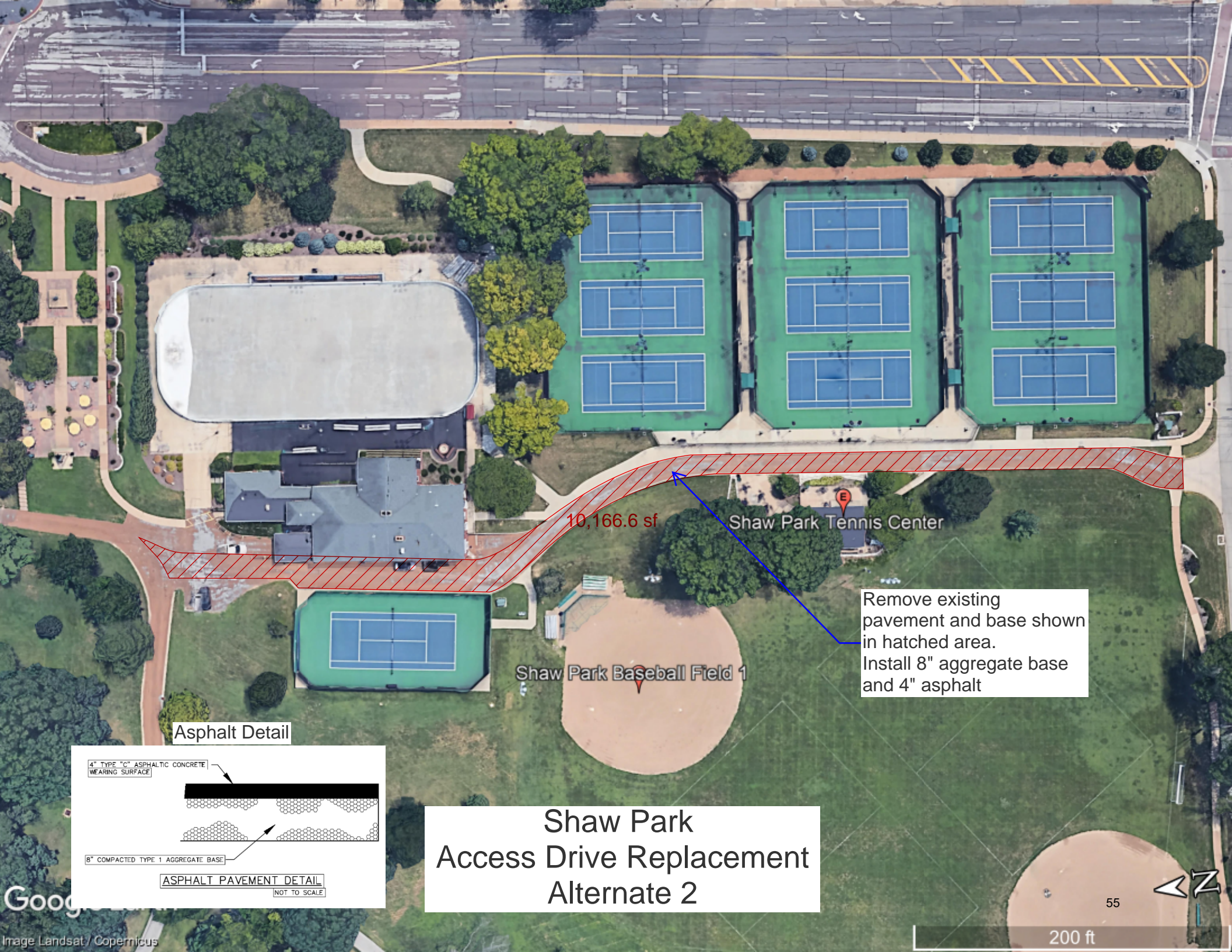
To accept this alternate, please **ADD \$95,480** (Ninety Five Thousand Four Hundred Eighty Dollars) to the base bid amount.

## GMP SUMMARY

**PROJECT**      **Shaw Park - The Commons DEMO PACKAGE - UTILITY 150**  
**217 South Brentwood Blvd.**

|                           |  |        | BID DAY<br>ESTIMATE              |
|---------------------------|--|--------|----------------------------------|
| 00A                       | GENERAL REQUIRMENTS                                    | \$     | 98,626                           |
| <a href="#">01A</a>       | TESTING  | \$     | -                                |
| <a href="#">01B</a>       | SURVEY   | \$     | 8,000                            |
| <a href="#">02A</a>       | DEMOLITION   | \$     | 145,168                          |
| <a href="#">02B</a>       | ABATEMENT / ASBESTOS & LEAD REMEDIATION                | \$     | -                                |
| <a href="#">03A</a>       | CONCRETE - STRUCTURAL                                  | \$     | 63,070                           |
| <a href="#">04A</a>       | MASONRY  | \$     | 42,900                           |
| <a href="#">06A</a>       | ROUGH CARPENTRY  | \$     | 8,084                            |
| <a href="#">07A</a>       | DAMPROOFING AT MASONRY                                 | \$     | 4,480                            |
| <a href="#">07H</a>       | FLAT ROOFING   | \$     | 9,996                            |
| <a href="#">07I</a>       | FLASHING & SHEET METAL                                 | \$     | 2,458                            |
| <a href="#">07Q</a>       | JOINT SEALANTS   | \$     | 2,340                            |
| <a href="#">08A</a>       | DOORS, FRAMES, HARDWARE                                | \$     | 3,725                            |
| <a href="#">09A</a>       | DRYWALL WORK   | \$     | 7,420                            |
| <a href="#">09L</a>       | PAINTING   | \$     | 2,655                            |
| <a href="#">10L</a>       | FIRE EXTINGUISHER CABINETS                             | \$     | 246                              |
| <a href="#">26A</a>       | ELECTRICAL   | \$     | 332,725                          |
| <a href="#">31B</a>       | EROSION & SEIMENT CONTROL                              | \$     | 12,553                           |
| <a href="#">32H</a>       | TEMP FENCE AND GATES - CHAIN LINK ONLY IN LIEU OF WOOD | \$     | 21,750                           |
| <a href="#">32L</a>       | LANDSCAPING  | \$     | 31,405                           |
| <b>SUBTOTAL</b>           |  |        | <b>\$ 797,600</b>                |
|                           |  |        |                                  |
|                           | GENERAL CONDITIONS                                     | 5 MO   | \$ 172,010                       |
|                           | CONSTRUCTION CONTINGENCY                               | 10.00% | \$ 97,958                        |
|                           | PERMIT - BUILDING                                      | 0.00%  | \$ -                             |
|                           | PERMIT - FIRE  | 0.00%  | \$ -                             |
|                           | SUBCONTRACTOR DEFAULT PROGRAM                          | 1.25%  | \$ 9,970                         |
|                           | PRE-CONSTRUCTION SERVICES                              | 0.00%  | \$ -                             |
|                           | FEE  | 3.25%  | \$ 35,020                        |
|                           | INSURANCES   | 1.00%  | \$ 11,126                        |
|                           | BUILDERS RISK INSURANCE                                | 0.00%  | \$ -                             |
|                           | P & P BOND   | 0.00%  | \$ -                             |
| <b>TOTAL DEMO PACKAGE</b> |  |        | <b>\$ 1,123,683<sup>54</sup></b> |





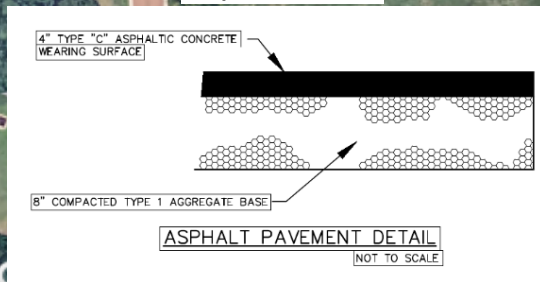
10,166.6 sf

Shaw Park Tennis Center

Shaw Park Baseball Field 1

Remove existing  
pavement and base shown  
in hatched area.  
Install 8" aggregate base  
and 4" asphalt

Asphalt Detail



Shaw Park  
Access Drive Replacement  
Alternate 2

55

200 ft





City Manager  
10 N. Bemiston Avenue  
Clayton, MO 63105

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## REQUEST FOR BOARD ACTION

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**TO:** MAYOR HARRIS; BOARD OF ALDERMEN  
**FROM:** DAVID GIPSON, CITY MANAGER (DG)  
JANET WATSON, DIRECTOR OF FINANCE AND ADMINISTRATION  
**DATE:** AUGUST 24, 2021  
**SUBJECT:** ORDINANCE – 3RD QUARTER AMENDMENT TO THE FISCAL YEAR  
2021 BUDGET

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The City reviews and adjusts budgeted revenues and expenditures on a quarterly basis to respond to changes as the fiscal year progresses and to update the Board regarding budgetary issues. As part of the quarterly budget review, staff is presenting for your consideration the third amendment to the Fiscal Year 2021 (FY21) budget. This is a smaller amendment and most of it is related to Part-time salary reductions, less materials purchased than planned and some park improvements. The proposed amendment is summarized in the table below:

### ALL FUNDS

|                               | <b>FY 2021<br/>Amended<br/>Budget</b> | <b>3rd Quarter<br/>Amendment<br/>Requested</b> | <b>FY 2021<br/>Budget After<br/>Amendment</b> | <b>%<br/>Change</b> |
|-------------------------------|---------------------------------------|--|---|---------------------|
| <b>Beginning Fund Balance</b> | \$37,804,745                          |  | \$37,804,745                                  |                     |
| <b>Revenues</b>               | \$43,518,933                          | \$80,470                                       | \$43,599,403                                  | <b>0.2%</b>         |
| <b>Expenditures</b>           | <u>\$47,187,142</u>                   | <u>\$91,003</u>                                | <u>\$47,278,145</u>                           | <b>0.2%</b>         |
| <b>Net Change</b>             |                                       | (\$10,533)                                     |   |                     |
| <b>Ending Fund Balance</b>    | \$34,136,536                          |  | \$34,126,003                                  |                     |

Below are further explanations, presented by fund, of the items included in this amendment.

### General Fund

Revenue – Net Decrease of \$19,350

- Parks & Recreation Revenue – Event revenue is less due to the cancellation of the youth triathlon and staff reimbursements are lower since there was no part-time staff for CCF

Expenditures – Net Decrease of \$98,407



- Public Works – Savings occurred in several areas due to the inability to hire seasonal staff; lower than expected use of professional services; staff vacancies causing the amount of road repair to be reduced therefore using less concrete and asphalt materials; median work which is delayed until next year due to construction; and the lower need for salt replacement for snow removal. The total of these items is a reduction of \$63,037.
- Parks and Recreation Part-time salaries were less than planned due to the Hanley House remaining closed, no hiring of an intern of CCF part-time staff, and the seasonal pool labor needed was lower this year. There was also savings due to the youth triathlon being cancelled this year. The total of these items is a reduction of \$35,370.

### **Equipment Replacement Fund**

Revenue – No Net Change

Expenditures – Net Decrease of \$55,590

- Vehicles – One vehicle purchase will now occur next year due to manufacturing delays, and the City chose to delay a vehicle purchase due to a staff vacancy.

### **Capital Improvement Fund**

Revenue – Net Increase of \$100,000

- Donations – This amendment includes CCF donations for Maryland Park and Oak Knoll Park improvements in the amount of \$50,000 each.

Expenditures – Net Increase of \$245,000

- Park Improvements – The City is moving forward with beginning work in two parks with significant CCF donations. Projects include the demolition and site work for Maryland Park in the amount of \$100,000 and pond improvements at Oak Knoll in the amount of \$50,000. The City has also chosen to move forward with the demolition of the ice rink buildings with the slab remaining, and the relocation of the electrical service for the park. The work this year is expected to be \$95,000.

An ordinance is attached incorporating the recommended amendments to the FY21 budget. Exhibit 1-1 provides a fund summary of the effect of the recommended amendments and the percentage effect of the accumulated amendment on each fund. Exhibit 1-2 lists the individual budget line items in this quarter's amendment.

**Recommendation:** To approve the attached ordinance adopting an amendment to the FY21 budget with a net effect on the City's fund balances of a decrease of \$10,533.

BILL NO. 6857

ORDINANCE NO. \_\_\_\_\_

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**AN ORDINANCE AMENDING THE FISCAL YEAR 2021 BUDGET  
AND APPROPRIATING FUNDS PURSUANT THERETO**

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**WHEREAS**, the Board of Aldermen on September 29, 2020, adopted the annual budget for Fiscal Year 2021 commencing October 1, 2020; and

**WHEREAS**, the Fiscal Year 2021 budget was amended on February 23, 2021 and May 11, 2021, and is to be amended in the 3rd quarter to account for significant changes in revenue and expenditures on a fund basis that may affect the budget by year end.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI, AS FOLLOWS:**

Section 1. The annual Fiscal Year 2021 (FY21) budget for the City of Clayton, Missouri, commencing on October 1, 2020, is hereby amended as reported in Exhibit 1-1, attached hereto and incorporated herein by this reference, and described in detail in the narrative portions of Exhibit 1-2, also attached hereto and incorporated herein by this reference, and summarized below:

|                     | <b>FY 2021<br/>Amended<br/>Budget</b> | <b>3rd Quarter<br/>Amendment<br/>Requested</b> | <b>FY 2021<br/>Budget After<br/>Amendment</b> |
|---------------------|---------------------------------------|--|---|
| <b>Revenues</b>     | \$43,518,933                          | \$80,470                                       | \$43,599,403                                  |
| <b>Expenditures</b> | \$47,187,142                          | \$91,003                                       | \$47,278,145                                  |

Section 2. Funds are hereby appropriated as set forth in said Exhibits 1-1 and 1-2. The expenditure of the funds so appropriated shall be subject to the control of the City Manager.

Section 3. This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen.

Passed this 24th day of August, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## 3rd Quarter Fiscal Year (FY) 2021 Budget Amendment

| Fund | Fund Name                           | Type                    | FY21            |                       |                       |                       | FY 21           | % Total Change |
|------|-------------------------------------|-------------------------|-----------------|-----------------------|-----------------------|-----------------------|-----------------|----------------|
|      |                                     |                         | Original Budget | 1st Quarter Amendment | 2nd Quarter Amendment | 3rd Quarter Amendment | After Amendment |                |
| 10   | General Fund                        | Beginning Fund Balance  | 18,801,735      |                       |                       |                       | 18,801,735      |                |
|      |                                     | Revenues                | 26,594,802      | 0                     | (102,000)             | (19,530)              | 26,473,272      | -0.5%          |
|      |                                     | Expenditures            | 27,885,156      | (58,441)              | (228,140)             | (98,407)              | 27,500,168      | -1.4%          |
|      |                                     | Ending Fund Balance     | 17,511,381      | 58,441                | 126,140               | 78,877                | 17,774,839      | 1.5%           |
| 20   | Sewer Lateral Fund                  | Beginning Fund Balance  | 52,710          |                       |                       |                       | 52,710          |                |
|      |                                     | Revenues                | 94,774          | 0                     | 0                     | 0                     | 94,774          | 0.0%           |
|      |                                     | Expenditures            | 78,000          | 0                     | 0                     | 0                     | 78,000          | 0.0%           |
|      |                                     | Ending Fund Balance     | 69,484          | 0                     | 0                     | 0                     | 69,484          | 0.0%           |
| 21   | Special Business District Fund      | Beginning Fund Balance  | 94,975          |                       |                       |                       | 94,975          |                |
|      |                                     | Revenues                | 536,007         | 0                     | 0                     | 0                     | 536,007         | 0.0%           |
|      |                                     | Expenditures            | 535,556         | 0                     | 0                     | 0                     | 535,556         | 0.0%           |
|      |                                     | Ending Fund Balance     | 95,426          | 0                     | 0                     | 0                     | 95,426          | 0.0%           |
| 50   | Equipment Replacement               | Beginning Fund Balance  | 6,324,375       |                       |                       |                       | 6,324,375       |                |
|      |                                     | Revenues                | 2,571,855       | 395,909               | 0                     | 0                     | 2,967,764       | 15.4%          |
|      |                                     | Expenditures            | 1,969,724       | 654,390               | (44,000)              | (55,590)              | 2,524,524       | 28.2%          |
|      |                                     | Ending Fund Balance     | 6,926,506       | (258,481)             | 44,000                | 55,590                | 6,767,615       | -2.3%          |
| 51   | Capital Improvement Fund            | Beginning Fund Balance  | 9,056,700       |                       |                       |                       | 9,056,700       |                |
|      |                                     | Revenues                | 4,102,753       | 82,943                | 125,000               | 100,000               | 4,410,696       | 7.5%           |
|      |                                     | Expenditures            | 5,658,293       | 445,330               | 458,130               | 245,000               | 6,806,753       | 20.3%          |
|      |                                     | Ending Fund Balance     | 7,501,160       | (362,387)             | (333,130)             | (145,000)             | 6,660,643       | -11.2%         |
| 61   | 2014 Bond Construction Fund         | Beginning Fund Balance  | 0               |                       |                       |                       | 0               |                |
|      |                                     | Revenues                | 4,002,467       | 790,000               | 401,982               | 0                     | 5,194,449       | 29.8%          |
|      |                                     | Expenditures            | 1,942,503       | 528,576               | 0                     | 0                     | 2,471,079       | 27.2%          |
|      |                                     | Ending Fund Balance     | 2,059,964       | 261,424               | 401,982               | 0                     | 2,723,370       | 32.2%          |
| 62   | Center of Clayton Construction Fund | Beginning Fund Balance  | 3,532           |                       |                       |                       | 3,532           |                |
|      |                                     | Revenues                | 0               | 466,000               | 155,000               | 0                     | 621,000         | 0.0%           |
|      |                                     | Expenditures            | 0               | 469,532               | 155,000               | 0                     | 624,532         | 0.0%           |
|      |                                     | Ending Fund Balance     | 3,532           | (3,532)               | 0                     | 0                     | 0               | 100.0%         |
| 63   | Ice Rink Construction Fund          | Beginning Fund Balance  | (1,814,543)     |                       |                       |                       | (1,814,543)     |                |
|      |                                     | Revenues                | 0               | 0                     | 0                     | 0                     | 0               | 0.0%           |
|      |                                     | Expenditures            | 0               | 0                     | 0                     | 0                     | 0               | 0.0%           |
|      |                                     | Ending Fund Balance     | (1,814,543)     | 0                     | 0                     | 0                     | (1,814,543)     | 0.0%           |
| All  | Debt Service Funds                  | Beginning Fund Balance  | 5,285,261       |                       |                       |                       | 5,285,261       |                |
|      |                                     | Revenues                | 3,301,441       | 0                     | 0                     | 0                     | 3,301,441       | 0.0%           |
|      |                                     | Expenditures            | 6,047,533       | 690,000               | 0                     | 0                     | 6,737,533       | 11.4%          |
|      |                                     | Ending Fund Balance     | 2,539,169       | (690,000)             | 0                     | 0                     | 1,849,169       | -27.2%         |
|      |                                     | Beginning Fund Balances | 37,804,745      |                       |                       |                       | 37,804,745      |                |
|      |                                     | TOTAL REVENUES          | 41,204,099      | 1,734,852             | 579,982               | 80,470                | 43,599,403      | 5.8%           |
|      |                                     | TOTAL EXPENDITURES      | 44,116,765      | 2,729,387             | 340,990               | 91,003                | 47,278,145      | 7.2%           |
|      |                                     | Ending Fund Balances    | 34,892,079      | (994,535)             | 238,992               | (10,533)              | 34,126,003      | -2.2%          |

**City of Clayton**  
**3rd Quarter Budget Amendment - FY 2021**

**EXHIBIT 1-2**

| <b>Account #</b>                   | <b>Account Name</b>                                     | <b>3rd Quarter<br/>Amendment</b> | <b>Description</b>   |
|------------------------------------|---|----------------------------------|--|
| <b><u>Revenue</u></b>              |   |                                  |  |
| <b>GENERAL FUND</b>                |   |                                  |  |
| 10.50.10-444.16<br>10.50.69-421.18 | Other Parks & Recreation Events<br>Staff Reimbursements | (9,000)<br>(10,530)              | Revenue will be less due to the cancellation of the youth triathlon and CCF not hiring a part-time employee this year. |
| <b>CAPITAL IMPROVEMENTS FUND</b>   |   |                                  |  |
| 51.50.10-427.11                    | Other Grants and Donations                              | 100,000                          | This amendment adds CCF donations for Maryland Park and Oak Knoll Park improvements.                                   |
| <b>Total Revenue Amendment</b>     |   | <b>\$80,470</b>                  |  |

**Expenditures**

| GENERAL FUND                |   |          |   |
|-----------------------------|---|----------|---|
| 10.40.40-635.13             | <b>PUBLIC WORKS</b><br>Professional Services - Architects & Engineers | (5,000)  | The City was unable to locate and hire seasonal staff and there has been lower need than expected for professional services. Staff vacancies caused less use of concrete and asphalt materials, median work was delayed until next year due to construction, and there was a lower need for salt replacement used for snow removal. |
| 10.10.41-505.10             | Salaries - Part-time  | (24,357) |   |
| 10.40.41-725                | Snow and Ice Controls   | (5,000)  |   |
| 10.40.41-735.11             | Construction Materials - Concrete                                     | (10,000) |   |
| 10.40.41-735.12             | Construction Materials Asphalt  | (6,000)  |   |
| 10.40.44-505.10             | Salaries - Part-time  | (5,480)  |   |
| 10.40.45-755.20             | Supplies/Materials - Specialty Lighting                               | (7,200)  |   |
| 10.50.10-505                | <b>Parks &amp; Recreation</b><br>Salaries - Part-time                 | (6,340)  | Part-time salaries were less than planned due to Hanley House remaining closed, no intern or CCF part-time employee hired, and the seasonal pool labor was lower than planned. Also, the youth triathlon was cancelled this year.   |
| 10.50.64-505.10             | Salaries - Part-time  | (10,000) |   |
| 10.50.69-505.10             | Salaries - Part-time  | (10,530) |   |
| 10.50.10-675                | Events  | (8,500)  |   |
| EQUIPMENT REPLACEMENT FUND  |   |          |   |
| 50.40.40-800                | Vehicles and Equipment  | (55,590) | One vehicle purchase will now occur next year due to manufacturing delays, and the City chose to delay a vehicle purchase due to a staff vacancy.   |
| CAPITAL IMPROVEMENT FUND    |   |          |   |
| 51.50.64-870.24             | Park Improvements - Maryland Park                                     | 100,000  | The City is moving forward with work in two parks with the demolition and site work for Maryland Park and pond improvements at Oak Knoll. CCF donations will offset much of this work.  |
| 51.50.64-870.13             | Park Improvements - Oak Knoll   | 50,000   |   |
| 51.50.64-870.11             | Park Improvements - Shaw Park   | 95,000   | The City has chosen to move forward with demolition of the ice rink buildings and relocation of the park electrical service.  |
| Total Expenditure Amendment |   | 91,003   |   |



City Manager  
10 N. Bemiston Avenue  
Clayton, MO 63105

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## REQUEST FOR BOARD ACTION

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**TO:** MAYOR HARRIS; BOARD OF ALDERMEN  
**FROM:** DAVID GIPSON, CITY MANAGER  
MARK J. SMITH, CHIEF OF POLICE  
**DATE:** AUGUST 24, 2021  
**SUBJECT:** ORDINANCE – AN AGREEMENT WITH THE SCHOOL DISTRICT OF  
CLAYTON FOR SCHOOL RESOURCE OFFICERS

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In the fall of 1997, the city entered into an agreement with the Clayton School District to provide a School Resource Officer at Clayton High School. Partial funding for the position was provided through a federal grant. The grant paid for one-third of the cost of the officer while the School District paid one-third as did the city. In 1999, an agreement was reached to also provide a School Resource Officer at Wydown Middle School. As Federal funding was still available, the one-third agreement was continued for that position as well.

In 2003, Federal funding was no longer available with the exception of one year remaining on the School Resource Officer position at Clayton High School. At that time, the City and School District entered into a three-year agreement to continue the School Resource Officer program at both the High School and Middle School. The agreement was that the city and the School District would each pay 50% of the cost of the officer at each school. In 2009, an agreement was made with the School District that they would pay 75% of the cost of the officer at each school. The last agreement renewal was approved in 2018 and is now due to expire at the end of August. The proposed terms for renewal will continue the 75%/25% School District/City cost sharing arrangement.

The Board of Education approved the agreement at its August 18, 2021 meeting.

**RECOMMENDATION:** To approve the Ordinance authorizing the City Manager to sign the agreements.

**BILL NO. 6858**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING A SCHOOL RESOURCE OFFICER (SRO) AGREEMENT WITH THE CLAYTON SCHOOL DISTRICT**

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**WHEREAS,** the City of Clayton and the Clayton School District desire to continue their partnership arrangements on the provision of School Resource Officers under the basic provisions as noted in "Exhibit A",

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI AS FOLLOWS:**

Section 1. The agreement with the Clayton School District for school resource officer services is hereby approved in substantially the form attached hereto and marked Exhibit "A".

Section 2. The City Manager of the City of Clayton is hereby authorized to execute on behalf of the City an agreement in substantial conformity with Exhibit A, and the City Clerk is authorized to attest said signature and attach the official seal of the City of Clayton to the same.

Section 3. This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen.

Adopted this 24th day of August 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## **POLICE SERVICE AGREEMENT**

THIS AGREEMENT, entered into by and between the SCHOOL DISTRICT OF CLAYTON, hereinafter referred to as the DISTRICT, and the CITY OF CLAYTON, hereinafter referred to as the CITY, concerning the Security Program at Clayton High School and Wydown Middle School as described below and the considerations mutually acceptable to both agencies.

- 1) The object of the program will be to assist the DISTRICT in continuing to provide a safe environment for the students, staff and citizens who interact with the DISTRICT. The CITY will provide two officers from the Clayton Police Department, hereinafter referred to as the POLICE, to respond to the needs of the various schools in the DISTRICT and will regularly make contact with and assist the staff and students.
- 2) POLICE and DISTRICT will work collaboratively to develop job descriptions, qualifications and a list of goals by which to evaluate the officers assigned to the DISTRICT.
- 3) The terms of this agreement shall be in force September 1, 2021, and shall remain in effect until September 30, 2024.
- 4) POLICE shall detach two (2) police officers from its regular police force and assign the officers to the DISTRICT where they shall function as "School Resource Officers" ("SROs"). During the thirty-seven (37) month period between September 1, 2021, and September 30, 2024, the DISTRICT will pay 75% of the actual salary and benefits for the two officers. In addition, the DISTRICT agrees to pay 50% of all training expenses incurred for mutually agreed upon training opportunities for the officers assigned as SROs.
- 5) The POLICE will provide two uniformed police officers and provide special law enforcement service to the DISTRICT. The services provided shall be services not ordinarily provided by the POLICE. The officers performing these services shall be considered employees of the CITY and not employees of the DISTRICT, and shall follow the policies and procedures of the POLICE. The officers assigned to this program shall be selected by the POLICE. Normal duty (working hours) shall be 7:30 a.m. to 4:00 p.m., Monday through Friday. Duty (working) hours may be modified based upon need, and agreeable to both the POLICE and the DISTRICT.

- 6) The DISTRICT shall have complete services of the assigned officers throughout the regular school year. It is agreed by the DISTRICT to allow the assigned officers to work with neighborhoods adjacent to the schools for the mutual goals and objectives by the DISTRICT and CITY. In addition, one officer will be provided to the DISTRICT during scheduled summer schools.
- 7) The POLICE shall provide a supervisor of the rank of sergeant or above who shall function as a liaison with the DISTRICT. This individual will work with the individuals designated by the DISTRICT to develop specific operational procedures to facilitate the goals of the program. The liaison will not be assigned to the DISTRICT.
- 8) It is acknowledged that the CITY is insured by SLAIT (St. Louis Area Insurance Trust) for claims involving Workers' Compensation and tort liability and the CITY extends the protection of said insurance coverage to CITY employees and officers subject to the terms and conditions of the City's worker compensation and liability insurance policies. DISTRICT shall not have responsibility for employee benefits or wages/salaries of officers assigned.
- 9) The DISTRICT will provide cellular phone service including data plans to the two (2) designated police officers. The CITY will reimburse the DISTRICT the lesser of \$50/month (the amount POLICE compensate those officers who use their personal cell phone in lieu of a POLICE phone over the course of the term) or the actual cost incurred by the DISTRICT.
- 10) In addition to these officers serving as SROs, the DISTRICT, at the DISTRICT'S discretion, may hire CITY Police Officers to provide security at school-sponsored events. The DISTRICT will pay the Officer(s) directly, an hourly rate set by the Clayton Police Chief per the "Secondary Employment" general orders. The DISTRICT will provide the Officer with a Form 1099 for tax reporting purposes after each calendar year-end. The current rate at the beginning of this agreement is \$45 per hour with a minimum of 4 hours per officer per event. Any future changes in the rate must be supported by market rates and approved by both the DISTRICT and CITY.
- 11) The CITY shall invoice the DISTRICT quarterly on December 30, March 31, June 30, and September 30.
  - a) Payment is due within 30 days.
  - b) **At the DISTRICT's request**, the CITY agrees to provide estimates of projected salary and benefits costs by April 30 of each year to help inform the DISTRICT'S budgeting process.
  - c) The DISTRICT agrees to provide estimates of the cost for cellular phone service by April 30 of each year to show as a deduct from the amount owed for salary and benefits. A reconciliation to actual costs will be provided to the CITY prior to the final September 30 invoice.



d) The total amount paid to the CITY by the DISTRICT is not to exceed the estimates provided to the DISTRICT by the CITY during its budget development process.

12) POLICE and DISTRICT will meet regularly to monitor and evaluate the progress of the program.

This agreement may be terminated by either party upon written notice to the individuals signing the agreement. Said termination shall take effect 60 days after written notice.

The CITY and the DISTRICT agree to provide quality service to the citizens in our area and we agree to implement this program in an effort to further enhance the quality of life for our citizens.

IN WITNESS THEREOF, DISTRICT and CITY have signed their names and affixed their official seals to this Agreement on the day and year first above written.

SCHOOL DISTRICT OF CLAYTON

By: Amy S. Rull  
Board of Education President

Attest: Shuey Sivak  
Board of Education Secretary

CITY OF CLAYTON

By: \_\_\_\_\_  
City Manager

Attest: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_